

## **1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Elizabeth R. Rantz, M.D. (CONTRACTOR)** enter into this Contract **(08-048-HPISD)**. The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Health, Planning, & Information Services Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

*Elizabeth R. Rantz, M.D.*  
*PO Box 8808*

*Missoula, Montana 59807*  
*(406) 542-0589*

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

## **2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR**

CONTRACTOR agrees to provide DEPARTMENT with medical oversight/services of DOC offenders as Medical Director to DEPARTMENT. Specifically, this will include the Director, facility administrators, the Health Services Bureau Chief, and the Managed Care Coordinator. All services, reviews, recommendations, consultations, etc. provided under this contract shall [at all times] comply with DEPARTMENT policy and be consistent with community standards of care and within the scope of legal mandates for correctional health care. Provided services shall include, but are not limited to, the following:

- A. Final clinical judgments regarding medical necessity of requested services.
- B. Consultation, as requested, regarding delivery of appropriate services.
- C. Annually review DEPARTMENT clinical policies and provide the Health Services Bureau Chief with suggested revisions.
- E. Clinical mentoring and consultation [with regard to correctional medicine] to on-site physician(s) and physician's assistants/nurse practitioners at all DEPARTMENT and contracted facilities.
- F. Consultation to Montana State Prison (MSP) physician (s) and mid-level providers regarding complex medical cases.
- G. Advise the MSP Health Services Manager regarding performance of staff physicians working at MSP.
- H. Recommend medical-related cost containment measures and strategies to the Health Services Bureau Chief and advise on standards of practice and how they pertain to the correctional environment.
- I. On a semi-annual basis, meet with DEPARTMENT staff and other offender-care providers from all DEPARTMENT facilities to discuss/address healthcare issues that affect DEPARTMENT inmates and develop/coordinate treatment plans with the Health Services Bureau Chief. On-site visits may be required to address urgent issues. On-site visits will be arranged in consultation with the Health Services Bureau Chief.

- J. Provide physician coverage for MSP staff physician(s) during vacation or sick leave, if available, as requested by the MSP Health Services Manager.
- L. Provide assistance [in a timely manner] to various DEPARTMENT medical providers and medical staff with regard to clinical decisions on individual cases. Assistance may be provided via telephone, e-mail, and/or facsimile.
- M. Provide on-call coverage to MSP at the request of the MSP Health Services Manager.
- N. Consult with the MSP Contract Placement Bureau Chief regarding medical compliance issues at the regional prisons and private prison.
- O. Work closely with Legal Services on lawsuits and other legal issues related to medical care.
- P. Maintain a current license to practice medicine in the State of Montana.
- Q. Work with DEPARTMENT-contracted pharmacy provider to maintain a current and appropriate formulary.
- R. Serve as Director's designee for review of medical grievances.
- S. Serve on the Medical Review Panel. Medical Review Panel meetings will be held at the discretion of the Health Services Bureau Chief and chaired by same Chief. Medical Review Panel meetings will be scheduled on an "as needed" basis to assure timely care of offender's needs.
- T. Serve on the committee that approves the application of forced medication policy, as requested by the MSP Psychiatrist.
- U. Serve on the Board of Licensure Complaint Review Committee, as requested by the DEPARTMENT Director or his designee.

### 3. **COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

#### **A. BASE RATE – Off-site coverage**

For services described in Section 2 that do not require CONTRACTOR'S personal presence, CONTRACTOR shall be paid **\$80.00** per hour

#### **B. ADDITIONAL COMPENSATION RATES**

##### **1. On-Site Coverage - MSP**

For services described in Section 2 that require CONTRACTOR to be on-site at MSP, CONTRACTOR shall be paid **\$130.00** per hour - not to exceed one thousand three hundred and 00/100 dollars (\$1,300.00) per day (12:01a.m. to 11:59p.m.)

## **2. On-Site Coverage – Other**

- a. For services described in Section 2 that require CONTRACTOR to be at other locations at the request of the Health Services Bureau Chief, CONTRACTOR shall be paid **\$130.00** per hour - not to exceed one thousand three hundred and 00/100 dollars (\$1,300.00) per day (12:01a.m. to 11:59p.m.) - EXCEPT as noted below:
- b. CONTRACTOR shall be compensated for mileage, meals, and lodging at State allowed rates when traveling to fulfill obligations under this Contract.

## **3. On-Call Coverage**

CONTRACTOR shall be paid **\$100.00** (one hundred and 00/100 Dollars) per evening of on-call coverage or per day on-call coverage if there is no physician working at Montana State Prison.

- C. Total compensation paid to Contractor under this contract **shall not exceed** ninety-four thousand and 00/100 dollars (**\$94,000.00**) **annually**.
- D. DEPARTMENT agrees to pay CONTRACTOR within ten (10) business days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

## **4. AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

## **5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, 2008, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

**6. LIAISONS AND NOTICE**

- A. Laura Janes, Health Services Bureau Chief, (406-846-1320 ext 2254), 500 Conley Lake Road, Deer Lodge, Montana 59722, or successor serves as DEPARTMENT'S liaison.
- B. Elizabeth R. Rantz, M.D. (406-542-0589), PO Box 8808, Missoula, Montana 59807, or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

**8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

**9. HOLD HARMLESS AND INDEMNIFICATION**

The state hereby agrees to protect, defend, and save CONTRACTOR harmless from and against claims that arise in performance of her administrative duties for and in behalf of the DEPARTMENT, including medical reviews, medical advice, and medical recommendations, provided that they are performed:

- 1) In accordance with §2-9-108, MCA, whereby the state's limitation on governmental liability for damages in tort as a result of an act or omission of an officer, agent, or employee of the state may not exceed \$750,000 for each claim and \$1.5 million for each occurrence.
- 2) In accordance with §2-9-305, MCA, whereby the state may be liable for torts of its employees or agents as long as they are acting within the scope of their employment or duties as specifically provided by the legislature under Article II, section 18, of The Constitution of the State of Montana.

**10. ACCESSES AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies

delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

**11. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**12. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**13. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**14. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**15. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

D: Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**16. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**17. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**18. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**19. SEVERABILITY**

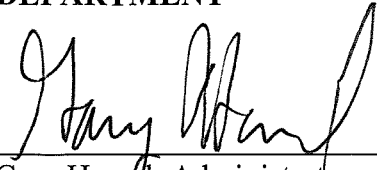
A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**20. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts and Facilities Management Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.


**SIGNATURE**

**DEPARTMENT**

  
\_\_\_\_\_  
Gary Hamel, Administrator  
Health, Planning, Information Systems Division

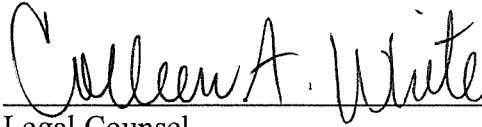
9/27/07  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Elizabeth R. Rantz, M.D.

9-28-07  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

9/27/07  
Date

**CONTRACT AMENDMENT**  
**CONTRACT #08-048-HPISD**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Elizabeth R. Rantz, M.D.** (CONTRACTOR) PO Box 8808, Missoula, Montana 59807 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 28, 2008 and Section 18 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2008 and Section 5 provides that the parties may extend the expiration date of the Contract

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

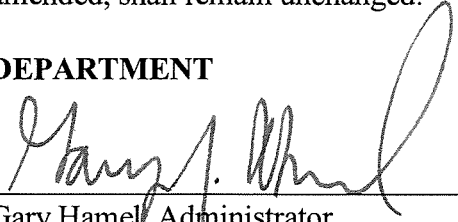
**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, ~~2008~~ 2009, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ four (4) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
\_\_\_\_\_  
Gary Hamel, Administrator  
Health, Planning, and Information Systems Division

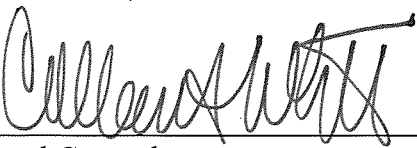
6/19/08  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Elizabeth R. Rantz, M.D.

6-24-08  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

6/19/08  
\_\_\_\_\_  
Date